

# **EXHIBIT A**

### OPTION AGREEMENT

This Option Agreement (the "**Option Agreement**") is entered into as of April 1st, 2020 (the "**Option Effective Date**"), by and between Marc Antione Gagnon and Meggie Roy (collectively, "**Optionee**") and Halo's Heart, LLC, a California limited liability company ("**Optionor**"), with reference to the following facts:

A. Optionor is the owner of that certain real property and improvements thereon located at 72646 Bel Air Road, Palm Desert, CA 92260, as legally described in Exhibit 1, attached hereto and made a part hereof (the "**Property**").

B. Optionee currently leases the Property pursuant tot hat certain Lease Agreement dated April 1st, 2020 by and between Optionor and Optionee (the "**Lease**"). Terms capitalized herein and not otherwise defined shall have the meaning set forth in the Lease.

C. The parties desire by this Option Agreement to provide Optionee with an irrevocable option to purchase from Optionor the Property, upon the terms and conditions set forth in this Option Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Initial Option Payment. Within 5 days following the Option Effective Date, Optionee shall deliver to Optionor the sum of \$100<sup>1</sup> (the "**Option Payment**"), as non-refundable consideration for the Option.

2. Grant of Option. Subject to the terms and conditions of this Option Agreement, Optionor hereby grants to Optionee the irrevocable option to purchase the Property for the Purchase Price (as defined below) (the "**Option**").

3. Purchase Price. The purchase price for the Property shall be \$665,100 (the "**Purchase Price**"). In the event Optionee closes escrow and purchases the Property, the Option Payment and all Rent paid under the Lease as of the close of escrow shall be applied against the Purchase Price.

4. Option Period. The "**Option Period**" shall commence 60 days prior to the end of the Lease Term and shall terminate at the end of the Lease Term. The Option may be exercised by Optionee no later than 5 p.m. local time in Palm Desert, California, on the day of the expiration of the Option Period, by delivering written notice to Optionor of Optionee's intent to exercise the Option. In the event Optionee fails to exercise the Option in the Option Period or

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<sup>1</sup> We need some sort of consideration for the option to purchase.

1 Initials:

SPG MGR K

defaults under any terms of the Lease, the Option will be void and all monies will be retained by Optionor.

5. Escrow. In the event the Option is exercised, the transaction will be escrowed with an escrow agent selected by Optionor in its sole discretion (the "**Escrow Agent**").

6. Close of Purchase. If Optionee exercises the Option, Optionor and Optionee shall execute such documents as necessary to close the purchase of the Property for the Purchase Price by the expiration of the Option Period, or such later period as Optionor may specify in its sole discretion, but no later than 90 days after the expiration of the Option Period. This Option, closing escrow, and purchasing the Property is not contingent upon Optionee's ability to obtain financing from a lender. If Optionee exercises the Option, Optionee shall deposit the Purchase Price in escrow with the Escrow Agent prior to the expiration of the Option Period. Title shall be taken subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, and any real estate or property taxes not yet due. At the close of escrow, Optionee shall receive a grant deed conveying title, which title shall vest as designated by Optionee in its sole discretion.

7. Property Taxes and Other Items. If Optionee exercises the Option, the following items shall be paid current and prorated between Optionor and Optionee as of the close of escrow: real estate and property taxes and assessments, interest, rents, HOA regular, special, and emergency dues and assessments imposed prior to the close of escrow, premiums on insurance assumed by Optionee, payments on bonds and assessments assumed by Optionee, and payment on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. All such items arising after close of escrow, including, but not limited to, any supplemental tax bills for any period after close of escrow, shall be paid by Optionee. Prorations shall be made based on a 30-day month. All closing costs are the sole responsibility of Optionee.

8. Condition of Property. If Optionee exercises its Option, the Property is sold "AS-IS" in its present physical condition as of the Option Effective Date. Prior to the Option Period, Optionee shall have the right, at its sole expense, to conduct inspections, investigations and other studies to satisfy itself of the condition of the Property. **Optionee is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Optionor may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current law, or have had permits issued.**

9. Disclosures. Attached as Exhibit 2 are the following disclosures:

- a. Real Estate Transfer Disclosure Statement
- b. Seller Property Questionnaire
- c. Statewide Buyer and Seller Advisory
- d. Water Heater and Smoke Detector Statement of Compliance
- e. Water Conserving Plumbing Fixtures and Carbon Monoxide Detector Notice



- f. Statutory Natural Hazard Disclosure Statement and Acknowledgment of Receipt
- g. Lead-Based Paint and Lead-Based Paint Hazards Disclosure, Acknowledgement, and Addendum
- h. Square Footage and Acreage Advisory

10. Miscellaneous.

a. Notices. Any notices relating to this Option Agreement, and any notice, request, demand, approval, disapproval, statement or other communication required or permitted hereunder must be in writing and delivered by overnight service (such as FedEx, UPS, etc.), hand delivery, certified U.S. Mail, or to the email address set forth below. Each of the parties shall promptly notify each other of any change of contact information. A notice will be deemed to have been received on (a) the date of delivery, if delivered by hand or email during regular business hours or if delivered via overnight service; or (b) on the third business day following mailing by certified U.S. mail to the address set forth below:

If to Optionor:<sup>2</sup>

Halos Heart ~~LLC~~ LLC

Email: SASEGAN1@gmail.com

If to Optionee:<sup>3</sup>

72646 Bel Air Road  
Palm Desert, CA 92260

Email: marcgagnon101@gmail.com

c. Commission. Optionee and Optionor each represent and warrant to the other that it has had no dealing with any person, firm, broker or finder in connection with the negotiation of this Option Agreement and the consummation of the transaction contemplated hereby, and that no broker or other person, firm or entity is entitled to any commission or finder's fee in connection with said transaction. Optionee and Optionor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any broker, finder or other person by reason of any dealing or actions of the indemnifying party, including any costs, expenses, including attorneys' fees, reasonably incurred with respect thereto.

d. Assignment. Optionor shall have the right to assign this Option Agreement upon delivering written notice to Optionee, including in connection with an exchange under Section 1031 of the Internal Revenue Code ("**1031 Exchange**"). Optionee shall cooperate and execute any documents necessary in connection with any such 1031 Exchange. Optionee shall have no right to assign its rights or obligations under this Option Agreement, directly or

<sup>2</sup> Need Halos Heart address and email for notices.

<sup>3</sup> Need Marc/Meggie email for notices.

SG WLB MR

indirectly, by operation of law, or otherwise, without the prior written consent of Optionor, which may be withheld in Optionor's sole and absolute discretion.

e. Entire Agreement. This Option Agreement and the Exhibits attached hereto which are incorporated herein and made a part hereof embody the entire agreement of the parties regarding the subject matter hereof. All prior negotiations, agreements and representations, whether oral or written, are merged herein. This Option Agreement may not be altered or modified, except by an instrument in writing signed by all parties (which may be in counterparts); nor may any provision be waived by a party unless in writing signed by such party.

f. Benefit of Agreement. This Option Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

g. Governing Law. This Option Agreement shall be governed by and construed in accordance with the internal laws of the State of California.

h. Business Day. Unless otherwise specified in this Option Agreement, all references to days in this Option Agreement are references to calendar days, and in computing any time period provided for in this Option Agreement or by law, the day of the act or event from which the period of time runs shall be excluded, and the last day of such period shall be included, unless it is Saturday, Sunday or a federal legal holiday, in which case, shall run until the end of the next day which is not a Saturday, Sunday or federal legal holiday.

i. Captions. The captions of the sections and paragraphs of this Option Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Option Agreement, or the intent of any provision hereof.

j. Severability. In case any one or more of the provisions contained in this Option Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect by a court, arbitrator or administrative agency having jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Option Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

k. Provisions Negotiated and Independent. Each and every provision of this Option Agreement has been independently, separately and freely negotiated by the parties as if this Option Agreement were drafted by all parties hereto. The parties, therefore, waive any statutory or common law presumption which would serve to have this document construed in favor of, or against, any party.

l. Authority. Each individual signing this Option Agreement warrants and represents that he or she has the full authority to execute this Option Agreement on behalf of the party on whose behalf he or she so signs, that he or she is acting within the scope of such

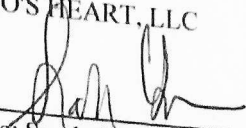
authority, and that this Option Agreement shall be binding upon and enforceable against the party on whose behalf he or she so signs by virtue of such signature.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]


IN WITNESS WHEREOF, the parties have executed this Option Agreement as of the  
Option Effective Date.

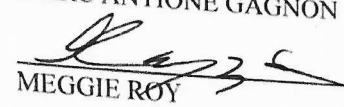
**OPTIONOR:**

HALO'S HEART, LLC

By   
Name: Sarah Gagan  
Title: Managing Member

**OPTIONEE:**

  
MARC ANTIONE GAGNON

  
MEGGIE ROY

**Exhibit 1**  
**Legal Description of Property**

The real property in the City of Palm Desert, County of Riverside, State of California, described as:  
Lot 2 of Palms to Pines Estates No. 1 as shown by map on file in Book 26, Pages 93 and 94 of  
Maps in the office of the County Recorder of Riverside County, California  
APN: 628-181-002-0

7

Initials:

*SG* *mt* *RB*



**Exhibit 2**  
**Disclosures**

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Initials:

SE W/B VS